



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
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GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

September 06, 2011

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

31 September 6, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

AGREEMENT WITH THE COUNCIL FOR WATERSHED HEALTH (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

This action is to authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to enter into an Agreement, substantially similar to the enclosed Agreement, and provide an annual \$80,000 disbursement of funds in each of the next three fiscal years to the Council for Watershed Health to provide technical services and facilitate inclusive consensus based watershed discussions.

IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

1. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to enter into an Agreement with the Council for Watershed Health, to provide a total amount of \$240,000 in three annual disbursements of \$80,000 starting in Fiscal Year 2011-12, to continue providing and performing tasks that include, but are not limited to, facilitating stakeholder coordination meetings, providing technical advice, publishing a newsletter, and collaborating on geographic information services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Council for Watershed Health is a 501(c)(3) nonprofit corporation comprised of varied and numerous stakeholders with diverse interests in pursuing watershed-related activities. The Council was previously known as the Los Angeles and San Gabriel Rivers Watershed Council until their name was officially changed in July 2011 to the Council for Watershed Health (Council). The

Council was created to help bring together and facilitate discussion between stakeholders of the Los Angeles and San Gabriel River Watersheds.

The County of Los Angeles Department of Public Works, on behalf of the Los Angeles County Flood Control District (LACFCD), is a voting member on the Council's Board of Directors, and participates in decisions regarding the organization's strategic plan, annual work plan, and annual working budget.

On March 19, 2002, Synopsis No. 42, your Board approved Agreement No. 73936, which provided for the LACFCD to contribute \$100,000 annually for five years to the Council to continue periodic stakeholder meetings to raise important watershed principles and foster communications, continue publication of a newsletter that features articles about watershed projects, develop geographic information services, support and assist the LACFCD in identifying potential sources of funding for watershed projects, and provide watershed-related technical advice and information to the LACFCD.

On November 14, 2006, Synopsis No. 40, your Board approved Agreement No. 75927, which provided for the LACFCD to contribute \$125,000 annually for five years to the Council to continue periodic stakeholder meetings to raise important watershed principles and foster communications, continue publication of a newsletter that features articles about watershed projects, develop geographic information services, support and assist the LACFCD with the Integrated Regional Water Management Plan, provide watershed-related technical advice and information to the LACFCD, and complete an assessment of the Council's role in the County of Los Angeles (County).

The Council has historically been funded through contributions and in-kind services from government agencies, businesses, individuals, and other local agencies and nonprofit organizations. The Council is currently receiving funds and in-kind services from the Los Angeles Department of Water and Power, Southern California Edison, and the California Native Plant Society.

This action is being recommended to assist the Council in the funding of beneficial informational tasks. The tasks will yield important information for the LACFCD and your Board for decision making and policy formulation related to watershed management issues. The tasks will also assist the LACFCD and County in efforts to effectively communicate and collaborate with stakeholders interested in watershed management issues.

As part of the proposed tasks under this Agreement, the Council will: (1) conduct periodic stakeholder meetings and round table discussions; (2) publish its newsletter featuring articles about exemplary watershed projects that would benefit the LACFCD; (3) provide technical assistance in developing a Habitat and Vegetation Management Plan for the Los Angeles River, Rio Hondo, and San Gabriel River watersheds; (4) provide watershed-related technical advice and information to the LACFCD; and (5) provide geographic information services data to the LACFCD.

The Agreement will be substantially similar in form and content to the enclosed Agreement.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) by developing a partnership to effectively manage and leverage our resources.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The anticipated total cost of the tasks is \$240,000, which is expected to be disbursed in the amount of \$80,000 annually over a three-year period starting in Fiscal Year 2011-12. Sufficient funds to cover the LACFCD's annual contribution have been included in the Fiscal Year 2011-12 Flood Control District Budget. Financing for future years will be made available in the annual budget process. The Agreement includes a provision for termination in case future budgetary restraints affect funding.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement has been reviewed and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The approval and execution of the Agreement is not a project pursuant to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project by Section 15378(b) of the CEQA Guidelines. This proposed action is an administrative activity that will not result in direct or indirect physical changes in the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The project will not have an impact on current services or projects currently planned. The technical expertise provided to the LACFCD by the Council will provide your Board with valuable information on which to make decisions impacting both the County and the LACFCD.

CONCLUSION

Please return two adopted copies of this letter to the Department of Public Works, Watershed Management Division.

Respectfully submitted,



GAIL FARBER

Director

GF:GH:cp

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

AGREEMENT

THIS AGREEMENT, made and entered into by and between the Los Angeles County Flood Control District, a body corporate and politic (hereinafter referred to as LACFCD), and the Council for Watershed Health, a 501 (c)(3) nonprofit corporation (hereinafter referred to as COUNCIL)

WITNESSETH

WHEREAS, COUNCIL is an organization whose mission is to facilitate an inclusive consensus process to enhance the economic, social, and ecological health of the region's watersheds through education, research, and planning; and

WHEREAS, COUNCIL, previously known as the Los Angeles and San Gabriel Rivers Watershed Council, officially changed their name to the Council for Watershed Health in July of 2011; and

WHEREAS, COUNCIL is composed of different stakeholders with the same long-term mission to facilitate an inclusive consensus process to enhance the economic, social, and ecological health of the region's watersheds, which include watersheds in the LACFCD, through education, research, and planning; and

WHEREAS, COUNCIL accomplishes its mission by working with its stakeholders in the areas of improving water quality and supply, reviving a landscape ethic, facilitating integrated planning and management, and providing mapping and graphic support; by, among other things, creating a repository for and disseminating watershed information, building partnerships and beneficial solutions for watershed issues, developing a comprehensive public education/public outreach program for the watershed, participating in promoting projects that support the mission, providing scientific and technical research information on watershed management principles to develop public policy, and seeking funds to accomplish the goals and objectives of numerous restoration projects; and

WHEREAS, LACFCD was created by the Los Angeles County Flood Control Act, for the purposes of providing for the control and conservation of the flood, storm and other waste waters of said district, and to conserve such waters for beneficial and useful purposes by spreading, storing, retaining or causing to percolate into the soil within said district, or to save or conserve in any manner, all or any of such waters, and to protect from damage from such flood or storm waters, the harbors, waterways, public highways, and property in said district; and

WHEREAS, LACFCD is a voting member on the COUNCIL'S Board of Directors, and as such participates in decisions regarding the organization's strategic plan, annual work plan, and annual budget; and

WHEREAS, COUNCIL is funded through contributions and in-kind services from government agencies, businesses, individuals, and other local agencies and nonprofit

organizations and is currently receiving funds and in-kind services from the City of Los Angeles Department of Water and Power, Southern California Edison, and the California Native Plant Society; and

WHEREAS, COUNCIL proposes to perform certain tasks, as defined below, that when completed will provide LACFCD with an understandable and useful assessment of watershed management principles and issues to be considered in policy-making decisions for both the County of Los Angeles Board of Supervisors and LACFCD; and

WHEREAS, COUNCIL has the technical expertise and resources available to perform the tasks, and LACFCD recognizes that the COUNCIL requires funding to continue this valuable work and perform the tasks; and

WHEREAS, LACFCD has agreed to contribute toward the cost of funding the tasks at an overall amount not to exceed Two Hundred Forty Thousand and 00/100 Dollars (\$240,000.00) over a period of three (3) years. It is anticipated that LACFCD will make three (3) annual payments of Eighty Thousand and 00/100 Dollars (\$80,000.00); and

WHEREAS, COUNCIL will manage the completion of the tasks and provide LACFCD with annual invoices that indicate the work completed and include detailed status reports on the progress of its performance of tasks in the AGREEMENT.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by LACFCD and COUNCIL, and of the promises herein contained, it is hereby agreed as follows:

1. COUNCIL AGREES:

- a. To provide an Annual Scope of Work to the LACFCD, specifying how the COUNCIL plans to address the tasks in Section 1(c).
 - i. The Annual Scope of Work shall be submitted no later than the end of July of each fiscal year, and be approved by the LACFCD.
 - ii. The Annual Scope of Work will identify specific subtasks to be completed by the COUNCIL, fitting under objectives and products in the COUNCIL annual Work Plan, which will directly benefit the LACFCD.
- b. To provide an Annual Progress Report to the LACFCD concerning tasks in Section 1(c). The Annual Progress Report shall be provided to the LACFCD by September 30 of each year beginning September 30, 2012, as long as this AGREEMENT is in force, and will be expected to substantially follow the approved Annual Scope of Work for that particular fiscal year. A copy of the COUNCIL'S audited financial statements shall also be submitted with the Annual Progress Report.

- c. To complete the following tasks by July 31, 2014, and to provide a Final Report within ninety (90) calendar days after completion of all tasks to the satisfaction of the LACFCD.
 - i. To conduct periodic stakeholder meetings and round table discussions intended to raise important issues concerning integrated water and watershed management principles, such as the implementation of the U.S. Army Corps of Engineers' policy of Levee Vegetation Management and Sediment Management, and to foster communication between and among LACFCD, other agencies, and stakeholders.
 - ii. To continue publication of a newsletter that features articles about exemplary integrated water and watershed principles and projects that would benefit the LACFCD. The newsletter should also inform the general public about projects and practices to reduce water runoff and pollution, and the Los Angeles and San Gabriel Rivers including habitats, hydrology, water quality, geography, and the role the LACFCD plays in solving watershed problems. The newsletter will also serve as an outreach forum to increase stakeholder's input and general public awareness concerning LACFCD'S cooperative efforts to solve watershed problems.
 - iii. To continue providing technical assistance and information to LACFCD pertaining to the watershed and areas where LACFCD requires the COUNCIL'S expertise.
- d. To annually invoice LACFCD no sooner than July 1 of each fiscal year and not prior to LACFCD's approval of the Annual Scope of Work as stated in Section 1(a), for an amount not to exceed Eighty Thousand and 00/100 Dollars (\$80,000.00) per fiscal year.
- e. To indemnify, defend, and hold harmless LACFCD, the County of Los Angeles, and its agents, officers, and employees from and against any and all liability, damages, expense, or claims including defense costs and legal fees arising from any act or omission by the COUNCIL, its officers, employees, agents, other members, consultants, and/or contractors occurring in the performance of this AGREEMENT and/or the performance of the tasks.

2. LACFCD AGREES:

- a. To review, comment, and approve (if and when deemed satisfactory by LACFCD) in a timely manner, the Annual Scope of Work submitted by the COUNCIL as part of Section 1(a), for each fiscal year.
- b. To review, comment, and approve (if and when deemed satisfactory by LACFCD) in a timely manner, the Annual Progress Report submitted by the COUNCIL as part of Section 1(b), for each fiscal year.
- c. To make three (3) annual lump sum contributions of up to Eighty Thousand and 00/100 Dollars (\$80,000.00) for the COUNCIL'S work on the tasks, as long as the AGREEMENT is in force.
- d. To make its contributions to the COUNCIL within thirty (30) days after receipt of each invoice, as long as the Annual Scope of Work and Annual Progress Report for that year are deemed satisfactory by the LACFCD, unless the AGREEMENT is terminated as set forth in Sections 3(c) and 3(d) of this AGREEMENT.

3. IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. In the event of a prolonged disagreement over the content of the Annual Scope of Work or Annual Progress Report, the issue shall be referred to sequentially higher administrative positions within COUNCIL and LACFCD until the issue is resolved.
- b. Other than the specific responsibilities and obligations described in this AGREEMENT, the LACFCD and the County of Los Angeles incur no responsibility or obligation to the COUNCIL and/or its consultants and/or contractors. The LACFCD, the County of Los Angeles, and their officers, employees, and agents will not be responsible for any damage or liability occurring by reason of any acts or omissions by the COUNCIL, its officers, employees, agents, other members, consultants, and/or contractors occurring in the performance of this AGREEMENT and/or the performance of the tasks.
- c. This AGREEMENT shall continue in effect until the tasks are completed by the COUNCIL, or at such time as the lawful requirements of any public agency would bar the further performance of this AGREEMENT. The LACFCD also reserves an absolute right to reassess this AGREEMENT after the review of each status report, after which LACFCD may decide whether to terminate the AGREEMENT. The AGREEMENT may be terminated for convenience by the LACFCD upon giving COUNCIL a thirty (30)-day written notice of termination.
- d. This AGREEMENT may also be terminated for a material breach at such time as any party hereto is in default concerning a material term hereof and, after receiving written notice of such breach, fails to cure such default within a

reasonable amount of time. If AGREEMENT is terminated for COUNCIL'S material breach, the COUNCIL shall return to LACFCD a prorated amount of the current year's mobilization payment based upon work completed for LACFCD within thirty (30) days of such termination.

- e. If any portion of this AGREEMENT is declared by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions thereof shall remain in full force and effect.
- f. Any official notices or correspondence related to this AGREEMENT shall be in writing and mailed by first-class prepaid postage to the following addresses:

LACFCD:

Mr. Gary Hildebrand, Assistant Deputy Director
County of Los Angeles
Department of Public Works
Watershed Management Division
900 South Fremont Avenue, 11th Floor
Alhambra, CA 91803-1331
Telephone: (626) 458-4300
Fax: (626) 457-1526

COUNCIL:

Dr. Nancy L.C. Steele, Executive Director
Council for Watershed Health
700 North Alameda Street
Los Angeles, CA 90012
Telephone: (213) 229-9945
Fax: (213) 229-9952

- g. This AGREEMENT constitutes the entire AGREEMENT between LACFCD and the COUNCIL and may be modified only by further written AGREEMENT between the parties thereto. Any such modification shall not be effective unless and until approved by a duly authorized representative of the COUNCIL and, in the case of the LACFCD, by the County of Los Angeles Board of Supervisors.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by _____ on _____, 2011, and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT on _____, 2011.

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT,
a body corporate and politic

By _____
Chief Engineer

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By _____
Deputy

APPROVED AS TO FORM:
COUNCIL FOR WATERSHED HEALTH

By _____
DR. NANCY L.C. STEELE
Executive Director